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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 230 928

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That GERALD R. FULGENZI AND ROSEMARY FULGENZI, his wife
 (hereinafter called the Grantor), of the Village of Palatine County of Cook
 and State of Illinois, for and in consideration of the sum of
Six Thousand Seven Hundred Forty-One and 84/100ths Dollars
 in hand paid, CONVEY AND WARRANT to A. R. Di Benedetto
 of the Village of Palatine County of Cook and State of Illinois
 and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Palatine County of Cook and State of Illinois, to-wit:

Lot 7 in Block 29 in Winston Park Northwest Unit No.2, being a Subdivision in Section 13, Township 42 North, Range 10 East of the Third Principal Meridian, according to plat thereof recorded in the County Recorder's Office on May 13, 1959 as document 17536792 and re-recorded on June 30, 1959 as document 17584144, in Cook County Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. In TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
 WHEREAS, The Grantor Gerald R. Fulgenzi and Rosemary Fulgenzi, his wife, justly indebted upon Cole principal promissory note bearing even date herewith, payable

in 84 successive monthly installments commencing on the 9th day of April, 1973 and on the same date of each month thereafter, all except the last installment to be in the amount of \$80.26 each and said last installment to be the entire unpaid balance of said sum. It is intended that this instrument shall also secure for a period of seven years, any extensions or renewals of said loan and any additional advances up to a total amount of Six Thousand Seven Hundred Forty-One and 84/100ths Dollars *****

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and secondly to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants and agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of said premises in connection with the foreclosing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements, whether proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors administrators and assigns of the Grantor waives all right of the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may appoint and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his residence, refusal or failure to act, the Mayrine Frohne of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 1 23rd day of Feb. 1973

Gerald R. Fulgenzi (SEAL)
Rosemary Fulgenzi (SEAL)

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5.00

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RECORDING CLERK'S OFFICE

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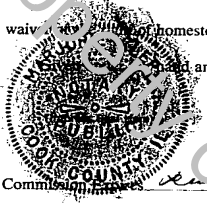
STATE OF Illinois
COUNTY OF Cook

ss.

I, MARGRIE KLEP, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald R. Fulgenzi and Rosemary Fulgenzi, his wife,

personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the homestead.

and notarial seal this Twenty-Third day of February, 19 73.



Margrie Klep
Notary Public



BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

22230925

GEORGE E. COLE®
LEGAL FORMS

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